

Contract no. 1454

AGREEMENT

BETWEEN THE TOWNSHIP OF HOWELL

AND THE

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 228

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JANUARY 1, 1992 THROUGH DECEMBER 31, 1994

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THIS AGREEMENT, made and entered into in Howell Township, New Jersey this 30<sup>th</sup> day of DEC <sup>91</sup>, 1980, between the Township of Howell, a municipality, in the County of Monmouth, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Policemen's Benevolent Association, Local 228, hereinafter referred to as the "PBA."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this Agreement;

NOW, THEREFORE, in consideration of these parties and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the PBA as follows:

ARTICLE I  
RECOGNITION AND SCOPE OF AGREEMENT

Section 1.

The Employer hereby recognizes the PBA Local 228 as the sole and exclusive representative of all employees in the appropriate unit as defined in Article I, Section 2, herein, for the purposes of negotiations and all activities and processes relative thereto.

Section 2.

The negotiating unit shall consist of all of the regular, full-time officers of the Police Department of Howell Township now employed, or hereafter employed, except the Chief of Police, Captain(s), Lieutenants, Sergeants, and all civilian employees.

Section 3.

This Agreement shall govern all wages, hours, and other conditions of employment set forth.

Section 4.

This Agreement shall be binding upon the parties hereto.

Section 5.

Title 40A:14 and all other State Statutes shall be adhered to as part of this Agreement. When applying the 11:26C-4 Statute, the parties have agreed that the PBA may appoint one (1) duly

authorized representative to represent them in accordance with the Statute. The representative will be granted the rights as provided by the Statute. The PBA has the right to designate a replacement of the representative if the representative cannot be released or is not available.

ARTICLE II  
POLICEMAN'S RIGHTS

Section 1.

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employees because of race, creed, color, national origin, age, or political affiliation.

Section 2.

Pursuant to Chapter 303, Public Laws of 1968 as amended, the Township agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities pursuant to Chapter 303 for mutual aid protection. In addition, every policeman shall have the right to refrain from any such activity. As a body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, of the Public Laws of 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that there shall be no discrimination, unfair

treatment or coercion by the Employer or any of its agents against the unit employees, with regard to duty assignments, scheduling days off, or use of any rights granted under this Agreement, except action taken in accordance with approved disciplinary procedure. The PBA agrees that it shall not discriminate against any member of the bargaining unit based upon the individual's non-membership in the Association.

ARTICLE III  
COLLECTIVE NEGOTIATING PROCEDURE

Section 1.

Collective negotiations with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized representatives of the parties. Unless otherwise designated, the governing body of the Township or its designee and the President of the PBA or his designee shall lead the negotiations for the parties as agreed to in this Article.

: Section 2.

Prior to the beginning of formal negotiations, the designated representative(s) of the parties shall meet and seek agreement on the following:

- a. the hours, dates and location for the parties to meet and negotiate;
- b. the limitation on caucus time, if any;
- c. the procedure to be used in recording and signing off on tentative agreed upon proposal(s), article(s) or portions thereof;
- d. the numbers of persons permitted in and at the negotiations;
- e. the procedure for cancellation or delays of negotiations by either party;

f. a clear statement as to whether or not either or both parties must have the agreement ratified prior to final agreement.

Section 3.

The members of the PBA's Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty with full pay. It is agreed to by the Association, that no more than one (1) member of the committee (other than the PBA President) will be released from each division, so that such release time will not diminish the effectiveness of the Police Department, unless, in the Chief's discretion, an additional member of a division can be released. Such release time will be for the purpose of participating in actual negotiations between the Association and the Employer, when negotiations are conducted during the regular working hours of the released employees. It is agreed to by the parties that the three (3) members will be released from duty for negotiations one (1) hour prior to the scheduled starting time and will be required to report back to duty no later than one (1) hour after negotiations were stopped by the parties, if the member's scheduled shift has not already ended. Parties may request additional time from their supervisor. Additional members of the PBA may be permitted to attend negotiating sessions, but shall not do so when in an "on-duty" status.

ARTICLE IV  
MANAGEMENT RIGHTS

Section 1.

The PBA recognizes that there are certain functions, responsibilities, and other management rights exclusively reserved to the Employer. All of the rights, powers, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

: Section 2.

The Employer shall have the right to determine all matters concerning the management or administration of the various Divisions, to hire and transfer employees, to combine and eliminate jobs, and to determine the number and types of employees needed for specific job assignments.

Section 3.

Nothing in this Agreement shall interfere with the rights of the Employer in accordance with the applicable law, rules, and regulations to:

- a. carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods, and means in the most appropriate and efficient manner possible;

- b. manage employees of the Employer, to hire, promote, transfer, assign, direct, or retain in positions within the Police Department, under provision of the Howell Township Personnel Policies, Procedures and Regulations and the Howell Township Police Department Rules and Regulations, copies and amendments thereto to be provided to employees;
- c. suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause, or to lay off employees in the event of lack of work or funds.

The Employer agrees that the assignment of regular full-time duties now being performed by the patrolman will not be assigned to noncertified patrolmen for the sole reasons to: (1) reduce the number of present patrolmen, or (2) stagnate the size of the unit. It is further agreed that, in the event of a reduction in force in this unit, seniority will prevail during the period of the reduction in force and in any subsequent rehiring.

#### Section 4.

The parties mutually recognize and agree to the applicability of N.J.S.A. 34:13A-5.3 to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### Section 1.

A grievance, within the meaning of this Agreement, shall be either of two (2) types: (1) A controversy or dispute arising between the parties hereto involving the interpretation or application of any provision of this Agreement; (2) A grievance not involving interpretation or application of this Agreement. A type one grievance shall proceed through the steps as set forth hereafter. A type two grievance shall proceed through the steps except that the decision of the Township Administrator cannot be appealed to an arbitrator.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step. The PBA President or his designee shall have the right to file a grievance on behalf of the PBA. Any grievance filed by the PBA President which is mutually agreed to be a "class" grievance affecting an entire class of employees, may be forwarded directly to the Chief of Police, bypassing any earlier step of the procedure.

Section 2.

**Verbal Grievance**

- a. Whenever an employee has a grievance he must present same verbally to his supervisor within fifteen (15) days from the occurrence of the grievance, or within fifteen (15) days from when the grievant reasonably should have known of its occurrence. In no case, however, in the latter event, may the grievance be filed later than sixty (60) days after its actual occurrence. The supervisor shall have ten (10) days within which to arrive at a mutually satisfactory solution to the grievance or, failing in that, to advise the grievant of his inability to do so.
- b. If the grievant is not satisfied with the answer of the supervisor, and if he wishes to present the grievance to a higher authority, he must do so in writing in accordance with Section 3 herein.

Section 3.

**Formal Written Grievance**

- a. In order to appeal the decision of the supervisor under Section 2 herein, the grievant must reduce the grievance to writing and file it within ten (10) days of the supervisor's verbal answer. The written grievance must be delivered to both the Supervisor and the PBA

Grievance Committee. The written grievance will state completely and clearly the following: (1) the Section of this Agreement being grieved, if applicable; (2) the exact relief sought by the grievant and/or PBA; (3) the names of any witnesses, and; (4) any information that will assist in the prompt handling of the grievance.

- b. Upon receipt of the written grievance, the grievant's supervisor shall render a written response within ten (10) days from receipt of the written grievance. The supervisor, in his response, shall stipulate in writing the facts and events which led to the grievance presentation, including in his written response any verbal answer he may have previously given to the grievant concerning the grievance. Copies of the answer shall be provided to the Chief of Police or his designee and the PBA Grievance Committee.
- c. If the grievant is not satisfied with the supervisor's answer, he may appeal, in writing, to the Chief of Police or his designee within five (5) days from receipt of the written answer of the supervisor. The Chief of Police or his designee shall have ten (10) days within which to investigate the grievance, attempt to find a mutually satisfactory solution, and file a written answer to the grievant and the PBA Grievance Committee. In the case of a "class" grievance, the Chief shall have twenty (20) days to investigate and file a written

answer. The PBA Grievance Committee shall have a right to make a presentation to the Chief of Police or his designee prior to the rendering of his written decision.

d. If the grievant is not satisfied with the answer of the Chief of Police or his designee, he may, within ten (10) days of its receipt, appeal in writing to the Municipal Administrator. The Municipal Administrator shall have twenty (20) days to answer the grievance in writing, and the grievant and/or the PBA Grievance Committee shall have the right to make a presentation to the Municipal Administrator prior to the rendering of his decision.

e. If the matter is not resolved to the satisfaction of the PBA Grievance Committee at this level, the Grievance Committee may take the matter to arbitration (provided it is a "Type 1" grievance) by notification to the Municipal Administrator within twenty (20) days from the receipt of his decision. Application shall be made directly to the New Jersey Public Employment Relations Commission for the appointment of an Arbitrator according to PERC regulations, or both parties may mutually agree upon an Arbitrator. The cost of an Arbitrator shall be split equally between the Township and the PBA. The Arbitrator shall be without power or authorization to make any decision which requires the commission of an act which is prohibited by law or which is in violation of the terms of this Agreement. The

Arbitrator's function shall be to interpret and apply the provisions of this Agreement. He shall not add to, or subtract from, the provisions of this Agreement.

- f. All papers and documents relating to a grievance and its disposition will be placed in a grievance file in the Administrator's office. No materials related to the grievance will be placed in the employee's personnel history file. The PBA President shall have access to grievance files after a final decision has been rendered at the final step.
- g. It is the intention of the parties to settle all differences between the employer and the PBA arising from the interpretation or implementation of this Agreement through the grievance procedures in accordance with the provisions of this Agreement. Therefore, the employer agrees that it will not lock out its employees, and the PBA agrees that it will not sanction nor will its members engage in a strike, slow-down or work stoppage during the life of this Agreement.
- h. The term "days" as used herein refers to calendar days.

ARTICLE VI  
SICK LEAVE

Section 1.

All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of continuous service on the basis of twelve (12) days per year. Two (2) additional sick days shall be credited to the employee's accumulated total if no sick time is used by the employee during the contract year. The amount of sick leave not taken shall accumulate from year-to-year. As of the January 1st following an employee's one (1) year anniversary date, in anticipation of a complete year of service, he shall be credited with the entire year's sick leave of twelve (12) days, which he may utilize at any time; however, any time utilized prior to its being earned on a one (1) day per month accrual basis shall be considered a loan of the time, and, in the event the employee for any reason terminates his service, or is terminated, prior to its being accrued, such time shall be deducted from the employee's final pay. An employee who utilizes such sick leave "in advance" due to a disability caused by a work-incurred injury or illness and fails to work the required time to accumulate such days shall not be charged for them.

Section 2.

Upon termination, an employee is entitled to one (1) day's pay for each two (2) days of accumulated sick leave, up to a maximum of one hundred twenty (120) days of pay, unless terminated following conviction in a criminal court of a premeditated, indictable offense.

Section 3.

In all cases of reported illness or disability, the Township through the Chief of Police, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee.

Section 4.

During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient-employee at weekly or bi-weekly periods from the attending physician and/or a physician designated by the Township. When under medical care, employees shall conform to the instructions of the attending physician. Failure to comply with this Section may result in disciplinary action.

Section 5.

In the case of an illness or injury which does not arise out of his employment, an employee shall have the option of utilizing any accrued sick time, vacation time, holiday time or compensatory

time in order to collect full pay and continue to accrue benefits under Section 6 of this Article. Any disability pay received by the employee may be turned over to the Township, and the employee will be credited back with the amount of sick leave that is equivalent to the disability pay, based on an employee's actual gross rate of pay. If an employee chooses, he may request an unpaid leave of absence, or, subject to the rules of the disability insurance carrier, he may retain his accrued time and collect disability; only after an employee utilizes his accrued benefits, may he request a paid leave of absence under N.J.S.A. 40A:14-137. If such a leave is granted by the Township Committee, the language referred to below in Section 8 shall apply. Once an employee uses up his accrued time, the Township shall retain its options as to the granting or denial of a leave of absence, or it may take the appropriate steps under the law to remove the employee from service.

#### Section 6.

While on paid leave of absence, an employee shall continue to accrue benefits, until such time as he has utilized all of his accumulated time; once he is on disability only, he no longer will accrue benefits.

#### Section 7.

When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Committee to

examine such employee, the Township Committee may, by resolution pursuant to N.J.S.A. 40A:14-137, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one year. The employee shall not be charged any sick leave time for this time lost due to the aforesaid injury or disability.

Section 8.

Prior to the passage of a resolution referred to in Sections 5 or 7 herein, a contract shall be executed between the employee and the Township, setting forth that the employee shall remit to the Township the equivalent amount of monies paid to him in accordance with Sections 5 or 7 herein, from monies he may receive from Worker's Compensation benefits, or Insurance policies paid by the Township, and/or from possible legal settlement or judgment, that resulted from any job related injury or disability referred to in this Article.

Section 9.

Accumulated sick leave may be used by an employee for illness in the immediate family which requires attendance upon the ill family member. The term "immediate family" for the purposes of this Section shall mean and refer only to the employee's spouse, child, parent, or unmarried brother or sister living with the employee.

Section 10.

All absences due to illness or disability shall be reported to the assigned desk officer as soon as is reasonably possible, but no later than 1 hour and 15 minutes prior to the beginning of the employee's shift.

Section 11.

Nothing in this Article shall preclude the Township from exercising any rights that it may otherwise have with respect to disabled employees who are injured on the job or off the job.

ARTICLE VII  
MILITARY DUTY AND OTHER LEAVES OF ABSENCE

Section 1.

Leaves of absence without pay for other than illness may be requested by an employee who shall submit in writing all facts bearing on the request to the Chief of Police, who will append his recommendations and forward the request to the Township administrator for consideration by the Township Committee. Such leave will be considered on its merits and without establishing a precedent, and shall not exceed three months at one time, unless specific approval is received from the Township Committee. All such leaves of absence must be approved by resolution of the Township Committee.

Section 2.

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable State and Federal laws. An employee called to serve on annual active military duty or training will be paid his regular salary. The Township shall have the right to require prior proof of such attendance by military order.

Section 3.

Bereavement

In the event of the death of a member of employee's immediate family, there shall be three (3) consecutive bereavement days'

leave, one of which shall normally be the day of the funeral. In any event, all bereavement leave shall be taken at a time and for reasons reasonably related to the death. The term "immediate family" for the purposes of this Section shall mean and refer only to the employee's spouse, child, parent or guardian, brother or sister, parents-in-law, grandparents, brother or sister-in-law, son or daughter-in-law, and grandchildren.

## ARTICLE VIII

### HOURS

#### Section 1.

The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continually throughout the seven (7) day week including a lunch break seven (7) days per week and the standard work week for each employee shall be forty (40) hours.

#### Section 2.

The municipal administrator, through the Chief of Police, shall set forth the hours of work for the Police Department.

## ARTICLE IX

### OVERTIME

#### Section 1.

The Employer agrees that overtime, consisting of time and one-half shall be paid to all employees covered by this Agreement for hours worked in excess of the normal work day.

#### Section 2.

Overtime compensation for employees shall be paid when required to work overtime and when recommended by the immediate supervisor and approved by the Chief of Police.

#### Section 3.

It is recognized that employees may be required to report in advance of the tour starting time and for the purposes of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period at the termination of a tour, but in the event an employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

Section 4.

In lieu of cash payment for overtime, an employee may receive compensatory time off at the rate of time and one-half (1-1/2) if he chooses. Such time shall be taken at the discretion of the employee in accordance with a written policy established by the Chief of Police subject to the following conditions:

- a. The request for time off shall be made in writing to the employee's immediate supervisor at least three (3) calendar days prior to the requested time off. The employee may request the use of compensatory time without the required notice; however, the Employer retains the right to deny such requests without written notice or reason. Compensatory time once approved will not be cancelled, unless forty-eight (48) hours' notice is given to the affected employee or there is an emergency situation requiring the need for more than the normal amount of shift personnel.
- b. The request will be approved or denied. Notification will be given to the employee within two (2) calendar days after submission of the request. When the decision is to deny the request, the notification shall be returned to the employee informing the employee of the reason(s) for the denial as outlined in Article IX.
- c. Between January 1 and July 1 the employee shall be allowed to maintain accumulated compensatory time of up

to forty (40) hours. Any compensatory time accumulated in excess of forty (40) hours shall be scheduled or used within a three (3) week period subsequent to the time the excess arises. After July 1, the employee shall be allowed to maintain accumulated compensatory time up to twenty-four (24) hours. To the extent the employee accumulated forty (40) hours by June 30, the sixteen (16) hours in excess of twenty-four (24) hours shall be scheduled or used within the three (3) week period after July 1. Further, after July 1, any compensatory time accumulated in excess of twenty-four hours shall be scheduled and used within a three (3) week period. The employee agrees that all compensatory time accumulated prior to November 1, of each calendar year will be scheduled and used prior to the end of the calendar year, if the exigencies of the Police Department business so permit. If compensatory time accumulated under this Agreement cannot be scheduled and used prior to the end of the calendar year, the employee may carry over into the following year up to twenty-four (24) hours compensatory time. Accumulated time in excess of twenty-four (24) hours shall be paid as overtime at the rate prevailing when the time was earned by the employee.

d. It is understood by the parties that the written policy established by the Chief of Police shall attempt to

balance the rights of the employee to take compensatory time off against the need to ensure adequate levels of personnel on duty to allow for efficient operation of the Police Department.

Section 5.

In the event an employee is called out for official police business, a minimum of four (4) hours at the overtime rate shall be paid, even though the employee may not have worked four (4) hours as a result of the call-out. In order for the employee to be eligible for the call-out pay stipulated in this Section, it must have been instituted by the employee's supervisor with the knowledge and approval of the Division Commander or the Chief of Police. A call-out is not an extension of a shift or tour of duty. A call-out is applicable when the individual is in a non-duty status. A "call-out" shall be defined as being called for police business commencing two hours or more prior to, or subsequent to, an officer's scheduled shift, or any call-out on an officer's scheduled day off. Any police business commencing less than two (2) hours prior to, or subsequent to, an officer's scheduled shift shall be considered a continuation of that shift, with overtime paid as if the officer had remained continuously on duty. The Township agrees that no officer's individual schedule will be adjusted for the sole purpose of circumventing the two (2) hour period after which minimum call-out takes effect.

ARTICLE X  
VACATIONS

Section 1.

Each member of the PBA who has the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his regular rate of pay:

Zero (0) to one (1) year of service	One (1) day a month for each month of service up to ten (10) days
After one (1) to the completion of five (5) years of service	Thirteen (13) days
After five (5) to the completion of ten (10) years of service	Eighteen (18) days
After ten (10) years of service	Twenty-three (23) days

Section 2.

When any observed holiday falls within the period of the police officer's vacation period, the holiday shall be counted as a vacation day. Police officers shall be compensated for holidays in accordance with Article XI.

Section 3.

Vacations shall be scheduled by the Chief of Police in such a manner as to ensure adequate levels of personnel to operate efficiently.

Section 4.

Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the municipal administrator.

Section 5.

Vacation leave, subject to approval by the Chief of Police and the municipal administrator, may be taken from time to time in units of full days. At the time of separation from employment, an employee shall be paid for any full day's vacation accumulated.

Section 6.

In anticipation of a full year of service, as of the January 1st following an employee's one (1) year anniversary date, such employee shall be credited with his annual vacation, which may be utilized in accordance with Section 3 herein, in advance of the days actually being earned on an accrual basis. However, any time utilized prior to its being earned on an accrual basis shall be considered a loan of the time, and in the event the employee for any reason terminates his service, or is terminated, prior to its being accrued, such time shall be deducted from the employee's final pay. An employee who utilizes such vacation leave "in advance" due to a disability caused by a work-incurred injury or illness and fails to work the required time to accumulate such days shall not be charged for them.

## ARTICLE XI

### HOLIDAYS

#### Section 1.

The following shall be recognized as holidays under this Agreement, paid at time and one-half.

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Additional holidays: The day after Thanksgiving, 1/2 day prior Christmas Day, and 1/2 day prior to New Year's Day.

#### Section 2.

Holidays are to be paid twice a year, twelve (12) days in June and ten and one-half (10-1/2) days in December. This equals 15 holidays paid at time and one-half.

#### Section 3.

In the event the Township Committee grants additional time off of at least four (4) hours per occurrence to other Township employees (i.e., for a holiday, for inclement weather, or other

special observances), the Police Department shall enjoy the same benefits. This provision shall not apply to holidays authorized on a permanent or recurring basis.

Section 4.

Instead of being paid for the above-noted holidays, the employee may, at his discretion, take days off, or any fraction thereof. If the employee elects to request a day off in lieu of holiday payment, such elected time off will be at time and one-half. The employee who elects to use the holiday as time off in lieu of payment, shall provide a schedule to his supervisor no later than 30 work days prior to such use. The Employer will approve or deny such time off in accordance with Article IX, Section 2 and 4. It is specifically understood by the parties that the vacation choices of the employees will take precedence over time off chosen for holidays under this Section.

## ARTICLE XII

### LIFE INSURANCE & DISABILITY INSURANCE

#### Section 1.

After completion of the required probationary period, each employee shall be eligible for a ten thousand (\$10,000.00) dollar life insurance policy payable to a beneficiary of the employee's choice.

#### Section 2.

The annual premium for the said policy shall be paid by the Township only until employee's separation from service. At that time, the employee may make his own arrangements with the insurance company for the continuation or conversion of the said insurance at his own expense.

#### Section 3.

Each full-time employee, upon commencement of employment with the Township, shall be enrolled in the disability insurance plan maintained and paid on a non-contributory basis by the Township. This benefit terminates upon the employee's separation from the Township service.

ARTICLE XIII  
HOSPITAL AND MEDICAL INSURANCE

Section 1.

All full-time employees will be covered for hospital and medical insurance through the State Health Benefits Program which provides coverage under the traditional plan (1420 Series, Part I-Basic & Part II-Major Medical,) or coverage under the Health Maintenance Organization Program, in accordance with State Regulations or Statutes.

Section 2.

Full-time employees covered by this Agreement will be enrolled in the Township Dental Plan. The Township will pay the full premium for the employee and one-half the dependent unit premium. Enrollment in the dependent unit plan is optional to the employee. Effective as soon as practicable after this Agreement is executed by both parties, the Dental Plan shall be upgraded to include Delta Plan's Ortho II (adult and child) and Program II changes in basic coverage including the \$1,500.00 annual maximum on basic services. Supplementary dental service premium costs will be paid by the employee. The Township reserves the right to change dental plan carriers provided equal or better coverage is obtained.

Section 3.

The Township will make annual payments of up to \$125.00 per employee for the purchase of a two (\$2.00) dollar co-pay prescription drug plan for the employee only. Individuals may elect to contribute in order to cover the rest of their eligible dependents. The Township reserves the right to change prescription plan carriers provided equal or better coverage is obtained.

ARTICLE XIV  
CLOTHING ALLOWANCE

Section 1.

New employees shall be provided with an initial issue of uniforms and equipment and shall be entitled to a clothing allowance of \$300 during their first year of service prorated depending on the date of hire. After completion of one (1) year of service, a clothing allowance in the amount of one thousand (\$1,000) dollars shall be paid to all employees annually. Payment will be made in two installments; first pay period of April and October, of each year after certification by the Chief of Police that the employee has maintained his uniform and equipment to department standards.

Clothing or personal articles damaged in the line of duty, as approved by the Chief of Police, will be replaced by the Township.

ARTICLE XV  
FALSE ARREST AND LIABILITY INSURANCE

Section 1.

Employer shall continue the current program for false arrest and liability insurance for all unit employees.

Section 2.

As per N.J.S.A. 40A:14-155, the Employer agrees to provide legal aid to all unit employees in suits or other legal proceedings against them arising from incidents in the line of duty. The parties, in conjunction with the Employer's insurance carrier, have agreed to permit the unit employee to select an attorney to represent him in these proceedings from the list of attorneys submitted by the Association and approved by the insurance company via the Employer's insurance broker. Such list will be maintained by the parties. Request to update the list can be accomplished on a yearly basis. The Association will submit such request to the Employer's administrator. The Employer reserves the right to approve or reject any request by an employee or assume responsibility for the payment of the services of whatever member of the New Jersey Bar is contracted to defend that employee, unless the employee selects an attorney from the parties' agreed upon list as stated above.

This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any employee by the employer.

ARTICLE XVI  
UNION BUSINESS

Section 1.

The president of the PBA or his designee shall be excused from his work assignment and shall be granted a reasonable amount of time to handle PBA business, provided, however, that prior to the time the PBA business arises, the president or officer notifies either his supervisor or the Chief of Police; and provided, that such time is limited to an aggregate of eight (8) hours per month, non-cumulative. During annual contract negotiations, the PBA president shall be excused from his work assignments and shall be granted an unlimited amount of time while actually in the negotiating process. Whenever operationally feasible, the PBA president will be assigned to the day shift, Monday through Friday; this policy is effective for the entire term of the PBA President.

Section 2.

The Employer shall permit the Grievance Committee to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, providing the members of the Grievance Committee give prior notice to either their supervisors or the Chief of Police, and providing that the conduct of said

business shall not diminish the effectiveness of the Police Department, or require overtime to maintain the effectiveness of the Department. Prior to the Grievance Committee's beginning their review of the grievance, supervisor(s) of the employee(s) to be visited will be notified and asked to make the employee available for interview. The Supervisor will arrange for the employee's availability if the employee is in a duty status and notify the Committee of the time employee(s) is available. The Committee will provide the Supervisor(s) an estimated time they need to spend with the employee. If the Committee finds it necessary to interview any Supervisor in relation to the grievance, such Supervisor(s) may designate another Supervisor(s) to witness the interview.

Section 3.

The Employer will provide space on a bulletin board in a conspicuous location in Police Headquarters for the use of the PBA for posting notices concerning the PBA business and activities.

Section 4.

The State Delegate shall be released from duty without loss of pay to attend monthly state PBA meetings. Should he be scheduled for the midnight tour, he shall be excused from duty on the day of the said monthly meetings. He shall also be allowed up to three (3) days annually without loss of pay to attend the State PBA Mini-Convention.

Section 5.

The PBA President and State Delegate shall be released from duty without loss of pay to attend seminars related to PBA business when such seminars are paid for by the PBA.

## ARTICLE XVII

### PENSIONS

The Employer shall continue to make contributions as heretofore, to provide pension and retirement benefits to employees covered by this Agreement pursuant to applicable provisions of the Statutes and Laws of the State of New Jersey.

ARTICLE XVIII  
DISCHARGE AND SUSPENSION

No employee shall be suspended or discharged without just cause. An employee who has been suspended or discharged for just cause may appeal such action in accordance with the provisions of N.J.S.A. 40A:14 et. seq. as well as the type two grievance procedure.

ARTICLE XIX

SALARY AND WAGES

Section 1.

The annual basic salary for each of the classifications shown for the period designated shall be as follows and be paid in twenty-six (26) bi-weekly payments:

Effective January 1, 1992:

Patrolman:

<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
28,568	30,591	33,375	36,160	38,919	41,703	47,123

Effective January 1, 1993:

Patrolman:

<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
30,568	32,732	35,711	38,691	41,643	44,622	50,422

Effective January 1, 1994:

Patrolman:

<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
32,708	35,023	38,211	41,399	44,558	47,746	53,952

The maximum step will be effective upon the Police Officer's entering seven (7) years of service; to be paid commencing at the end of the sixth year of service, which is the first day of the seventh year.

the end of the sixth year of service, which is the first day of the seventh year.

Section 2.

In addition to any pay or other monetary benefits granted or allowed by the terms of this agreement, any employee assigned as a detective to the Detective Division shall receive additional salary compensation at the rate of five hundred (\$500) dollars per year, prorated in accordance with the length of said assignment.

Section 3.

In addition to an employee's annual wage, each employee shall be paid a longevity increment after the completion of the number of years of continuous service in the Police Department as follows:

a. Years of Police Service	Additional Compensation Per Annum, in the Calendar Year:	
	1992-1993	1994
5 years	500	650
10 years	1,000	1,250
15 years	1,500	1,850
20 years	2,500	2,500

b. Each officer of the Police Department will qualify for the longevity increment on the date of the anniversary of his employment. Such increment shall be paid together with and in addition to regular salary and shall be included in addition to regular salary in the regular payroll checks.

c. Service in another municipal police department or state law enforcement agency shall be creditable towards longevity benefits.

Section 4.

- a. Educational incentive pay shall be provided in addition to the amount paid as base salary and longevity pay to members of the Police Department who successfully complete or have completed a course or course of instruction as herein described. Said additional payment shall be known as Education Incentive Pay and shall be at the annual rate of twenty (\$22.00) dollars per credit.
- b. Notwithstanding the above, the maximums shall be as follows:

<u>Degree</u>	<u>Maximum</u>
Associates Degree	\$1,320.00
Bachelors Degree	\$2,640.00
Masters Degree	\$3,300.00

If working toward a higher degree listed above, additional compensation shall be continued as credits are earned, in accordance with paragraph (e). Any officer currently above the limits herein, will continue to be compensated at the appropriate number of credits previously approved for payment multiplied by the rate in effect. Anyone else possessing degrees will receive the maximum under Article XIX, Section 4(b) herein, unless otherwise qualified for additional payment.

- c. Courses eligible for educational incentive pay shall be those courses given in Police Science, Criminal Justice and electives necessary for completing a degree in Police Science or Criminal Justice at an accredited college; each course to be completed with a grade of C or better or the equivalent thereof. All such courses shall be undertaken in the officer's own time and expense. Any officer currently receiving compensation for college credits approved under previous contracts will continue to be compensated for at least that number of credits multiplied by the rate per credit in effect.
- d. Computation of such Educational Incentive Pay shall be made as of December 15 of each year on the total allowable certified credits possessed by the employee and payments for such credits shall commence on the following January 1.
- e. The decision of the Chief of Police as to acceptability of such credits shall be final.

ARTICLE XX  
CHECK-OFF AND AGENCY FEE DEDUCTION

Section 1.

The Township agrees to deduct Association membership dues from the pay of those Employees who individually and voluntarily request, in writing, that such deductions be made in a form agreed upon between the Township and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the Township by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association by the fifth (5th) day following the end of the pay period.

Section 2.

Any written dues deduction authorization may be withdrawn by an employee, in writing, and said deduction shall be discontinued as of January 1 or July 1 next succeeding the date on which the Notice of Withdrawal is filed.

Section 3.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten

(10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative.

Section 4.

The Association agrees to indemnify and hold harmless the Township from any cause of action, claims, loss or damages incurred as a result of this Article.

ARTICLE XXI

NON-DISCRIMINATION

Neither the Employer nor the Association shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation or National origin. Where the word "he," "she," "him," or "her," is used in this Agreement it shall mean both sexes.

2.

## ARTICLE XXII

### PERSONAL DAYS

Each member of the bargaining unit shall receive two (2) personal days per year with prior approval of the Chief of Police and at least five (5) days' notice, except in emergency situations. An employee must work the full year to be eligible for both days. The first day may be used after six (6) months' employment of the year and the second day after ten (10) months. The days shall not be cumulative to the following year. If any employee terminates his employment or is terminated by the Employer prior to the Employee completing the eligibility period for either day and such day is used, such payment will be subtracted from any final payment due the employee.

ARTICLE XXIII  
SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2.

All current policies not covered in this Agreement shall remain in full force, subject to Article IV.

Section 3.

If any provisions are so invalid the Employer and the PBA will meet for the purpose of negotiating changes made necessary by applicable law.

## ARTICLE XXIV

### DURATION

#### Section 1.

This Agreement shall be in effect as of January 1, 1992 up to and including December 31, 1994.

#### Section 2.

In the event that no new agreement is reached prior to the termination date of this Agreement, then this Agreement shall remain in full force and effect until a new agreement is executed.

#### Section 3.

It is agreed by the parties hereto that negotiations shall begin not later than ninety (90) days prior to the expiration date of this Agreement.

## ARTICLE XXV

### SENIORITY

#### Section 1.

##### General Provisions

Seniority in the department for command and control purposes is established first by rank and secondly by time served in rank whether on a regular, assigned or temporary basis. Where conflict occurs because of identical service or dates of appointment, the member with the higher position on the entrance examination eligibility list from which the appointments were made is deemed to be the senior. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control unless otherwise directed by a higher ranking command or supervisory officer. In the event of a reduction in the size of the police force, termination of members or officers shall be in the inverse order of their appointment to the department.

#### Section 2.

##### Procedure

1. Upon hiring a new officer to serve in the police department, the Township shall have the right, in its sole discretion, to grant credit for that officer's prior service as a full-time, regular sworn police officer outside the Township, for purposes of salary guide placement, longevity and/or vacation entitlement.

2. Any credit for prior employment as set forth above shall not count in the computation of seniority for the purposes of determining benefits such as vacation scheduling; the order of layoffs; allocation of overtime or other similar benefit(s); such benefits shall be determined by length of service as a police officer in the Township of Howell.

3. Notwithstanding the above, the Township shall not be required to grant credit for some or all prior police experience, as set forth in Paragraph 1, upon initial hiring.

ARTICLE XXVI  
COMPLETENESS OF AGREEMENT

Section 1.

This Agreement constitutes the entire collective bargaining agreement between the parties and settlement for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

Section 2.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

FOR THE TOWNSHIP

William Bluhm  
MUNICIPAL ADMINISTRATOR/CFO

Jerome M. Petergauher  
MAYOR

FOR THE PBA

David McLean

Howard Day

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_